

EXHIBIT A

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ratings schedule results date champions people events clubs/gyms titles

predict

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👑 Devin Haney

⚠ suspended by New York State Athletic Commission indefinitely

31 0 0
15 KOs 0 KOs

unregistered



👁 2,308 followers



print



weights



predict

Box-pro

Box-am

All Bouts

promoter

division super light

rating



🌐 #1 / 2,386

#1 / 338

bouts 32

rounds 222

KOs 48.39%

BSI ① 0

career 2015-2024

debut 2015-12-11

vada ✓

ID# 741718

birth name Devin Miles Haney

sex ♂ male

alias The Dream

born 1998-11-17 / age 25

nationality USA

hair colour brown

eye colour brown

stance orthodox

height 5' 8" / 173cm

reach ① 71" / 180cm

residence Las Vegas, Nevada, USA

birth place San Francisco, California, USA

wiki W



+ flag



Fed Id Nevada Athletic Commission

expires 2024-11-02



ratings schedule results date champions people events clubs/gyms titles

predict identities suspensions reports directory flags officials allocation

	Box-pro	Nevada Athletic Commission	2023-05-20 → 2023-07-05	46	No contact until 06/20/23	
	Box-pro	Nevada Athletic Commission	2021-12-04 → 2022-01-19	46 / 30	No contest until 01/19/22, No contact until 01/04/22	
	Box-pro	California State Athletic Commission	2019-11-09 → 2019-11-16	7		
	Box-pro	New York State Athletic Commission	2019-09-13 → 2019-09-20	7	Mandatory Rest	
	Box-pro	California State Athletic Commission	2018-09-28 → 2018-11-27	60 / 60	or clear - cut on forehead	
	Box-pro	California State Athletic Commission	2018-09-28 → 2018-10-04	6		
	Box-pro	Georgia Athletic And Entertainment Commission	2017-11-04 → 2017-11-11	7 / 4		
	Box-pro	California State Athletic Commission	2017-06-24 → 2017-06-29	5 / 3		







Box-pro 32 bouts

ratings
on/off


date ↑	lbs ↓	lbs ↓	w-l-d	last 6	result	rounds					
📅 2024-04-20 140	Ryan Garcia	143¼	24 1 0	🏆🏆🏆🏆🏆🏆 New York, Brooklyn,	NC-ND	12/12	☆☆☆☆☆	📅	🔔	📺	📖

ref: Harvey Dock Max DeLuca 112-112 Eric Marinski 110-114 Robin Taylor 109-115







Haney down rd 7, rd 10, & rd 11. Garcia deducted 1 pt for hitting on the break rd 7.

 2023-12-09 140	Regis Prograis*	139	29 1 0		California, San Francisco, Chase Center	W-UD	12/12	☆☆☆☆☆				
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ref: Jack Reiss Rey Danseco 120-107 Mike Ross 120-107 Fernando Villarreal 120-107


 WBC World Super Light (supervisor: Duane Ford)


Prograis down in round three.


 2023-05-20 135	Vasyl Lomachenko	135	17 2 0		Nevada, Las Vegas, MGM Grand	W-UD	12/12	☆☆☆☆☆				
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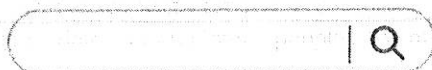
ref: Harvey Dock Tim Cheatham 115-113 Dave Moretti 116-112 David Sutherland 115-113

 IBF World Light (supervisor: Carlos Ortiz Jr)

 WBA Super World Light (supervisor: Jose Oliver Gomez)

 WBC World Light (supervisor: Rex Walker)

 WBO World Light (supervisor: Russell Mora)



predict identities suspensions reports directory flags officials allocation

Arena

ref: Katsuhiko Nakamura Leszek Jankowiak 119-109 Craig Metcalfe 118-110 Manuel Oliver Palomo 118-110

- 🏆 IBF World Light (supervisor: Ben Keilty)
- 🏆 WBA Super World Light (supervisor: Robert Mack)
- 🏆 WBC World Light (supervisor: Alberto Leon)
- 🏆 WBO World Light (supervisor: Danny Leigh)

🕒 2022-06-05 135 **George Kambosos Jr** 134½ 20 0 0 Victoria, Docklands, Melbourne, Marvel Stadium W-UD 12/12

ref: Hector Afu Zoltan Enyedi 116-112 Pawel Kardyni 118-110 Benoit Roussel 116-112

- 🏆 IBF World Light (supervisor: Ben Keilty)
- 🏆 WBA Super World Light (supervisor: Jose Oliver Gomez)
- 🏆 WBC World Light (supervisor: Patrick Cusick)
- 🏆 WBO World Light (supervisor: Craig Hubble)

🕒 2021-12-04 135 **Joseph Diaz** 134¼ 32 1 1 Nevada, Las Vegas, MGM Grand, Grand Garden Arena W-UD 12/12

ref: Russell Mora Tim Cheatham 116-112 Max DeLuca 117-111 Dave Moretti 117-111

- 🏆 WBC World Light (supervisor: Tito Gonzalez Rodriguez)

🕒 2021-05-29 135 **Jorge Linares** 134 47 5 0 Nevada, Las Vegas, Michelob Ultra Arena W-UD 12/12

ref: Russell Mora Patricia Morse Jarman 116-112 Dave Moretti 115-113 Steve Weisfeld 116-112

- 🏆 WBC World Light

🕒 2020-11-07 135 **Yuriorkis Gamboa** 135 30 3 0 Florida, Hollywood, Seminole Hard Rock Hotel and Casino W-UD 12/12

ref: Telis Assimenios Fernando Barbosa 118-109 Mike Ross 120-107 Michael Tate 120-107

- 🏆 WBC World Light (supervisor: Seymour Zivick)

Gamboa lost a point for holding in round eleven.

🕒 2019-11-09 135 **Alfredo Santiago** 135 12 0 0 California, Los Angeles, Staples Center W-UD 12/12

ref: Jerry Cantu Karen Holderfield 120-107 Alejandro Rochin 120-107 Zachary Young 120-107

- 🏆 WBC World Light (supervisor: Alberto Guerra)

Santiago down rd 5. Santiago cut left eye from legal punches rd 11.

predict identities suspensions reports directory flags officials allocation


Madison
Square
Garden
Theater

🏆 WBC Interim World Light (supervisor: Seymour Zivick)

Maryland,
Oxon Hill,
MGM
National
Harbor

- 🏆 WBA International Light (vacant) (supervisor: Shivana Inalsingh)
- 🏆 WBC International Light (supervisor: Jill Diamond)
- 🏆 WBO Inter-Continental Light (supervisor: Edgardo Lopez Sasso)

Louisiana,
Shreveport,
StageWorks

 WBC International Light (vacant) (supervisor: Seymour Zivick)
 WBO Inter-Continental Light (vacant) (supervisor: Porfirio Betegon)

California,
Temecula,
Pechanga
Resort &
Casino

 IBF North American Light (vacant) (supervisor: Aaron Kizer)

Pennsylvania,
Philadelphia,
2300 Arena

IBF USBA Light (vacant) (supervisor: Louis Priluker)

Georgia,
Atlanta,
Buckhead
Fight Club

Pennsylvania,
Philadelphia,
SugarHouse
Casino

				ratings	schedule	results	date	champions	people	events	clubs/gyms	titles	s
	predict	identities	suspensions	reports	directory	flags	officials	allocation					
2017-06-24	139%	Miguel Angel Perez Aispuro	136% 8 5 2	●●●●●	Narino Mirage, Agua Caliente Casino	W-KO	5/8		event	bout	score	W	wiki
1:51													
ref:													
2017-04-15	139	Hector Garcia Montes	137% 10 4 2	●●●●●	Baja California, Tijuana, Salon Sindicato Alba Roja	W-UD	8/8	☆☆☆☆	event	bout	score	W	wiki
ref:													
2017-03-04	132%	Maximino Toala	133% 11 4 1	●●●●●	Baja California, Tijuana, Salon Sindicato Alba Roja	W-TKO	4/10		event	bout	score	W	wiki
1:34													
ref:													
2017-01-28	139	Daniel Armando Valenzuela	139 36 28 2	●●●●●	Baja California, Tijuana, AS Boxing Arena	W-KO	2/8		event	bout	score	W	wiki
0:56													
ref:													
2017-01-12	132%	Odilon Rivera Meza	132% 5 19 4	●●●●●	Baja California, Tijuana, Escape Bar	W-TKO	1/8		event	bout	score	W	wiki
1:49													
ref:													
2016-10-21	137%	Carlos Antonio Avila	135% 6 7 1	●●●●●	Baja California, Tijuana, Grand Hotel	W-TKO	5/6		event	bout	score	W	wiki
1:45													
ref:													
2016-09-15	136	Mike Fowler	132 5 2 0	●●●●●	Pennsylvania, Philadelphia, 2300 Arena	W-TKO	5/6		event	bout	score	W	wiki
1:19													
ref:													
2016-08-27	135%	Carlos Castillo	134% 4 3 0	●●●●●	Pennsylvania, Washington, Meadows Racetrack & Casino	W-UD	6/6		event	bout	score	W	wiki
ref:													
2016-08-12	135	Javier Meraz	135 6 5 1	●●●●●	Baja California,	W-TKO	2/6		event	bout	score	W	wiki



ratings schedule results date champions people events clubs/gyms titles

predict identities suspensions reports directory flags officials allocation

2016-06-25 135 Clay Burns 134 4 1 2 Louisiana, Baton Rouge, Belle of Baton Rouge Casino W-UD 6/6 event bout score wiki

ref: Kevin Babineuax Neil Ledet 60-54 Kenny Saintes 60-54 Keith Thibodeaux 60-54

2016-05-21 133 Jairo Vargas 130½ 4 0 0 Nevada, Las Vegas, Downtown Las Vegas Event Center W-TKO 4/6 event bout score wiki

1:34 ref: Jay Nady Tim Cheatham Lisa Giampa John McCarthy

2016-04-09 137½ Rafael Vazquez 132½ 2 4 0 Nevada, Las Vegas, MGM Grand, Grand Garden Arena W-UD 4/4 event bout score wiki

ref: Benjy Esteves Jr Kermit Bayless 40-36 Eric Cheek 40-36 Don Trella 40-36

2016-03-19 132¼ Roman Melendez Hernandez 132¼ 6 9 0 Baja California, Tijuana, Billar El Perro Salado W-TKO 1/6 event bout score wiki

2:26 ref: Juan Manuel Morales Lee Esteban Franco Francisco Pacheco Max Zuniga

2016-02-20 133½ Jorge Sillas Amor 134½ 5 23 0 Baja California, Tijuana, Billar El Perro Salado W-UD 6/6 event bout score wiki

ref: Fernando Pablo Renteria Esteban Franco 60-54 Francisco Pacheco 59-55 Max Zuniga 60-54

2015-12-18 133½ Jose Iniguez 133½ 7 21 0 Baja California, Tijuana, Billar El Perro Salado W-TKO 1/4 event bout score wiki

1:36 ref: Ray Chavez Esteban Franco Francisco Pacheco Max Zuniga

2015-12-11 132¼ Gonzalo Lopez Rodriguez 132¼ 1 1 0 Baja California, Tijuana, Billar El Perro Salado W-TKO 1/4 event bout score wiki

0:33 ref: Fernando Pablo Renteria Esteban Franco Francisco Pacheco Max Zuniga

Pro debut for Haney.

EXHIBIT B

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Ryan Garcia

 suspended by New York State Athletic Commission indefinitely

24

1

0

20 KOs

1 KOs





2,495 followers

Box-pro

Box-am

All Bouts

divisionwelter

ID#765995

statusinactive

sex♂ male

bouts26

alias'King Ry'

rounds112

born1998-08-08

KOs83.33%

nationalityUSA

career2016-2024

hair colourbrown

debut2016-06-09

eye colourbrown

vada✓

stanceorthodox

height5' 8½" / 174cm

reach70" / 178cm

residenceLos Angeles, California, USA

birth placeVictorville, California, USA

MMAmixedmartialarts.com

wikiW









 print

 weights












 predict



+ flag

	Fed Id	California State Athletic Commission	expires 2024-12-11			
	Box-pro	New York State Athletic Commission	2024-04-20 → 2024-04-27	7	Mandatory Rest	
	Box-pro	New York State Athletic Commission	2024-04-20 → indefinite		Failed Urinalysis. \$10k Fine	
	Box-pro	New York State Athletic	2024-04-20 → indefinite	(min 365)	Administrative suspension. Contact NYSAC.	

Commission

	Box-pro	Texas Combative Sports Program	2023-12-02 → 2023-12-27	25		
	Box-pro	Nevada Athletic Commission	2023-04-22 → 2023-10-20	181 / 31	Must have right ribs X-ray, if positive must have Primary Dr. clearance or no contest until 10/20/23; minimum suspension no contest until 06/07/23, no contact until 05/23/23	
	Box-pro	California State Athletic Commission	2022-07-16 → 2022-07-23	7		
	Box-pro	Texas Combative Sports Program	2022-04-09 → 2022-05-16	37 / 24		
	Box-pro	Texas Combative Sports Program	2021-01-02 → 2021-01-24	22 / 14		
	Box-pro	California State Athletic Commission	2020-02-14 → 2020-02-21	7		
	Box-pro	California State Athletic Commission	2019-03-30 → 2019-04-05	6		
	Box-pro	New York State Athletic Commission	2018-12-15 → 2018-12-22	7	Mandatory Rest	
	Box-pro	California State Athletic Commission	2018-09-01 → 2018-09-07	6		
	Box-pro	California State Athletic Commission	2018-05-04 → 2018-05-10	6 / 4		
	Box-pro	California State Athletic Commission	2018-03-22 → 2018-03-28	6 / 4		
	Box-pro	Quebec Boxing Commission	2017-12-16 → indefinite - lifted		lifted via email	
	Box-pro	California State Athletic Commission	2017-07-15 → 2017-07-17	2 / 1		
	Box-pro	California State Athletic Commission	2017-02-03 → 2017-02-07	4 / 2		
	Box-pro	California State Athletic Commission	2016-12-17 → 2016-12-21	4 / 2		
	Box-pro	California State Athletic Commission	2016-10-14 → 2016-10-16	2		

Box-pro 26 bouts


 ratings
 on/off

date ↓	lbs ↓	lbs ↓	w-l-d	last 6	result	rounds						
🕒 2024-04-20 143½	Devin Haney	140	31 0 0	●●●●●●	New York, Brooklyn, Barclays Center	NC-ND	12/12	★★★★★	📅 event	🔔 bout	🏆 score	🌐 wiki

ref: Harvey Dock Max DeLuca 112-112 Eric Marlinski 114-110 Robin Taylor 115-109

Haney down rd 7, rd 10, & rd 11. Garcia deducted 1 pt for hitting on the break rd 7.

2023-12-02 143	Oscar Duarte Jurado*	142¾	26 1 1	●●●●●●	Texas, Houston, Toyota Center	W-KO	8/12	★★★★☆	event	bout	score	wiki
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⌚ 2:51 ref: James Green Jesse Reyes 69-64 Randy Russell 68-65 Jose Roberto Torres 68-65

2023-04-22 135½	Gervonta Davis	135	28 0 0	●●●●●●	Nevada, Las Vegas, T-Mobile Arena	L-KO	7/12	★★★★★	event	bout	score	wiki
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⌚ 1:44 ref: Thomas Taylor Tim Cheatham 56-58 Dave Moretti 56-59 Steve Weisfeld 55-59

Garcia down in rounds two and seven.

2022-07-16 140	Javier Fortuna*	139¾	37 3 1	●●●●●●	California, Los Angeles, Crypto.com Arena	W-KO	6/12	★★★★☆	event	bout	score	wiki
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⌚ 0:27 ref: Jerry Cantu Rey Danseco 50-43 Gary Ritter 50-43 Zachary Young 50-43

Fortuna down rd 4, rd 5 & rd 6 counted out.

2022-04-09 138¾	Emmanuel Tagoe	138¾	32 1 0	●●●●●●	Texas, San Antonio, Alamodome	W-UD	12/12	★★★★☆	event	bout	score	wiki
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ref: Jon Schorle Tom Carusone 119-108 Lisa Giampa 118-109 Ellis Johnson 119-108

Tagoe down in round two.

2021-01-02 135	Luke Campbell	135	20 3 0	●●●●●●	Texas, Dallas, American Airlines Center	W-TKO	7/12	★★★★☆	event	bout	score	wiki
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⌚ 1:58 ref: Laurence Cole Rey Danseco 58-56 Glenn Feldman 58-55 Mark Lyson 58-55

🏆 WBC Interim World Light (supervisor: Robert J.B. Lenhardt)

Garcia down in round two, Campbell down in round seven.

2020-02-14 134¾	Francisco Fonseca	134¾	25 2 2	●●●●●●	California, Anaheim, Honda Center	W-KO	1/12	★★★★☆	event	bout	score	wiki
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⌚ 1:20 ref: Raul Caiz Sr Lou Moret Troyce Stamey Zachary Young

🏆 WBC Silver Light (supervisor: Nancy Rodriguez)

182

28

date ↓ lbs ↓ lbs ↓ w-l-d last 6 result rounds

Fonseca down rd 1 count waived - California rules: KO.

2019-11-02 135 Romero Duno 135 21 10 ●●●●●● Nevada, Las Vegas, MGM Grand, Grand Garden Arena W-KO 1/12 ★★★★★ event bout score wiki

⌚ 1:38 ref: Tony Weeks Eric Cheek Glenn Feldman Patricia Morse Jarman

🏆 WBC Silver Light (vacant) (supervisor: Duane Ford)
🏆 WBO NABO Light

2019-03-30 134½ Jose Lopez 134 20 3 1 ●●●●●● California, Indio, Fantasy Springs Casino W-RTD 2/10 ★★★★★ event bout score wiki

⌚ 3:00 ref: Jack Reiss Rudy Barragan Lou Moret Zachary Young

Lopez down rd 2. Lopez does not come out for rd 3 - California rules: KO.

2018-12-15 134¾ Braulio Rodriguez 133¾ 19 3 0 ●●●●●● New York, New York, Madison Square Garden W-KO 5/10 ★★★★★ event bout score wiki

⌚ 1:14 ref: Ron Lipton Glenn Feldman Ron McNair Steve Weisfeld

2018-09-01 134¾ Carlos Morales 134¾ 17 2 3 ●●●●●● California, Indio, Fantasy Springs Casino W-MD 10/10 ★★★★★ event bout score wiki

ref: Thomas Taylor Max DeLuca 98-92 David Denkin 95-95 Edward Hernandez Sr 98-92

2018-05-04 129¾ Jayson Velez* 130 26 4 1 ●●●●●● California, Carson, StubHub Center W-UD 10/10 ★★★★★ event bout score wiki

ref: Raul Caiz Sr Max DeLuca 99-91 Alejandro Rochin 99-91 Fernando Villarreal 99-91

🏆 North American Boxing Federation Super Feather (vacant) (supervisor: Craig Hubble)
🏆 WBO NABO Super Feather (vacant) (supervisor: Genaro Rodriguez)

Velez cut right eye from legal punches in rd 6.

2018-03-22 129½ Fernando Vargas Parra 129¾ 32 13 3 ●●●●●● California, Indio, Fantasy Springs Casino W-KO 1/10 ★★★★★ event bout score wiki

⌚ 2:55 ref: Jerry Cantu Rudy Barragan Carla Caiz Pat Russell

🏆 North American Boxing Federation Junior Super Feather (supervisor: Mohammad Noor)

29

Martinez cut left eye from punch rd 1. Martinez down in rd 2.

date ↑	lbs ↓	lbs ↓	w-l-d	last 6	result	rounds					
2016-10-14 134	Mario Aguirre	135	2 4 0	000000	California, Studio City, Los Angeles, Sportsmans Lodge	W-RTD	2/4	event	bout	score	wiki
⌚ 3:00 ref: Raul Caiz Sr Sergio Caiz Lou Moret Zachary Young											
Aguirre cut on bridge of nose from punch rd 2. Aguirre's corner throws in towel before rd 3 - California rules: TKO.											
2016-08-17 131½	Jonathan Cruz	129½	2 2 0	000000	California, Los Angeles, Exchange LA	W-TKO	2/4	event	bout	score	wiki
⌚ 1:44 ref: Rudy Barragan Michael Bell Ray Corona Fernando Villarreal											
2016-07-27 127¾	Cristian Cruz Chacon	127¾	1 3 0	000000	Baja California, Tijuana, Rancho Grande Bar	W-UD	4/4 ★★★★★	event	bout	score	wiki
ref: Fernando Pablo Renteria Carlos Javier de la Rocha 38-37 Esteban Franco 39-36 Max Zuniga 39-36											
2016-07-07 131½	Luis Lozano	130	0 4 0	000000	Baja California, Tijuana, Rancho Grande Bar	W-TKO	1/4	event	bout	score	wiki
⌚ 1:40 ref: Juan Manuel Morales Lee Carlos Javier de la Rocha Francisco Pacheco Max Zuniga											
2016-06-24 132½	Hector Garcia	130	0 2 1	000000	Baja California, Tijuana, Billar El Perro Salado	W-TKO	1/4	event	bout	score	wiki
⌚ 1:12 ref: Juan Manuel Morales Lee Leobardo Ibarra Francisco Pacheco Max Zuniga											
2016-06-09 132½	Edgar Meza	132	debut	000000	Baja California, Tijuana, Rancho Grande Bar	W-TKO	1/4	event	bout	score	wiki
⌚ 1:34 ref: Juan Manuel Morales Lee Carlos Javier de la Rocha Francisco Pacheco Max Zuniga											

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EXHIBIT C

FIRST AMENDMENT TO TERM SHEET FOR CO-PROMOTION/BOUT AGREEMENT

This First Amendment to Term Sheet for Co-Promotion/Bout Agreement is dated as of April 19, 2024 by and between Golden Boy Promotions, LLC ("Golden Boy") on the one hand and Devin Haney Promotions, LLC ("Haney Promotions") and Devin Haney ("Boxer") on the other.

1. The following provisions of Paragraph 4 of that certain Term Sheet for Co-Promotion/Bout Agreement dated as of February 5, 2024 (the "Term Sheet") are hereby modified as follows:

a. The reference in Paragraph 4 to "forty-five percent (45%)" shall now read "forty-seven percent (47%)";

b. The amount of the Advance shall be increased from Two Million Dollars (\$2,000,000) to Two Million Six Hundred Thousand Dollars (\$2,600,000); and

c. The Advance shall be payable one (1) business day following completion of the Event.

2. The following shall be added at the end of paragraph 2 of the Term Sheet:

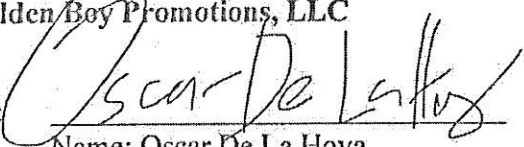
"Within thirty (30) business days of the Bout, Golden Boy shall direct DAZN to pay Three Hundred Thousand US dollars (\$300,000) to Matchroom Boxing USA. This payment shall be an expense of the promotion but shall be in addition to the Expense Budget."

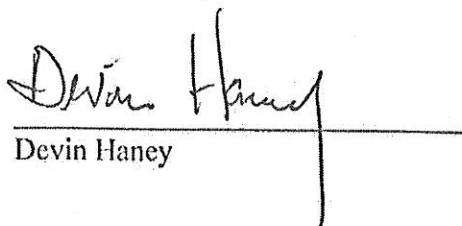
3. All other terms and conditions of the Term Sheet shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT TO TERM SHEET FOR BOUT AGREEMENT as of the date first above written.

Golden Boy Promotions, LLC

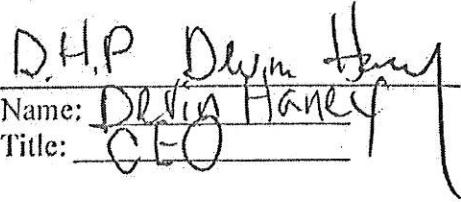
By:


Name: Oscar De La Hoya
Title: Chairman & CEO


Devin Haney

Devin Haney Promotions

By:


Name: Devin Haney
Title: CEO

TERM SHEET FOR CO-PROMOTION/BOU AGREEMENT

This Term Sheet for Co-Promotion/Bout Agreement is dated as of February 5, 2024 by and between Golden Boy Promotions, LLC ("Golden Boy") and Haney Promotions, LLC ("Haney Promotions") and Devin Haney ("Boxer").

1. Boxer agrees to participate in a twelve (12) round professional boxing match against Ryan Garcia ("Opponent") at a maximum weight of 140 lbs. (the "Bout") for Boxer's World Boxing Council ("WBC") Junior Welterweight world title. The Bout will be part of a professional boxing card (the "Event") to be promoted by Golden Boy on or about April 20, 2024, at a venue in the United States to be determined by Golden Boy (the "Venue"). The Bout will be broadcast as a DAZN Pay Per View ("PPV").
2. If Haney Promotions is a licensed boxing promoter in the jurisdiction of the Venue (to be determined as of March 1, 2024) that controls all of Boxer's promotional rights, then the Event will be a co-promotion between Haney Promotions and Golden Boy, with Golden Boy being the lead promoter of the Event. In the event of a co-promotion, Golden Boy shall have final decision-making authority regarding all promotional decisions related to the Event, after reasonable, good faith consultation with Haney Promotions. Golden Boy estimates that the total expenses for the Event, including all undercard expenses, promotional expenses and operational expenses, will be no more than \$3,500,000 the ("Expense Budget"). Any amounts to be spent in excess of the Expense Budget will be subject to the prior written approval of Haney Promotions, not to be unreasonably withheld. If Haney Promotions is not a licensed boxing promoter in the jurisdiction of the Venue by March 1, 2024, then the Event shall be billed as a Golden Boy promotion "in association with" Haney Promotions.
3. The Bout will be conducted pursuant to the rules and regulations of the local Commission, and Boxer agrees to fully comply with all such rules and regulations.
4. Provided that (a) Boxer is not in breach of this Agreement or any other agreement relating to the Bout, and (b) the Bout actually takes place, Haney Promotions shall be entitled to forty-five percent (45%) of all Net Event Revenue received by Golden Boy, after deduction of a thirteen percent (13%) promotional fee for Golden Boy. For clarity, Golden Boy's total promotional fee shall be thirteen percent (13%) from the Event. In addition, Haney Promotions shall receive two-and one-half percent (2.5%) of Golden Boy's promotional fee. Boxer shall receive a fight night advance payment of Two Million Dollars (\$2,000,000), less all applicable sanctioning fees, licensing fees, taxes, and any other similar fees and any monies previously advanced to Boxer by Golden Boy, payable within five (5) business days following the completion of the Event ("Advance").
5. Haney Promotions shall be entitled to purchase an amount of tickets for the Event to be negotiated between the parties prior to the public sale after the sponsor obligations have been met. Any ticket purchased by Haney Promotions must be at face value and be paid for at the time of purchase. Boxer and Opponent shall each receive \$50,000 in comped tickets.

6. Boxer and Opponent shall each have his choice of eight (8) ounce gloves subject to Commission approval.

7. Haney Promotions and Boxer grant to Golden Boy and its designee(s) all exclusive rights required to stage the Bout and to sell tickets of admission to the Event to the public, subject to Haney Promotions' right to purchase ticket set forth in paragraph 4, above. Haney Promotions and Boxer also grant to Golden Boy all perpetual worldwide right, title and interest of every kind and nature in and to the Event, including, but not limited to: all rights of copyright; all broadcast and streaming rights in all media now known or hereafter invented; all merchandising and program rights; and the right to use in any and all media the name, likeness and biography of Boxer, trainers and other persons associated with Boxer who are connected with the Event, for the purpose of advertising, promotion, publicity and exploitation of the Event, subject to Haney Promotions' right to receive 45% of Net Event Revenue as set forth in paragraph 4, above.

8. Boxer and Opponent will not engage in any professional boxing match or exhibition, or engage in any publicity for future boxing matches, or otherwise render his services as a boxer to any other person or entity prior to the date of the Bout.

9. Boxer and Opponent shall fully cooperate and assist in the advertising, publicity, and promotion of the Bout and agrees to engage in all reasonable and customary publicity and promotion activities.

10. Golden Boy and Haney Promotions agree to negotiate exclusively and in good faith for a period of sixty (60) days following the Event with respect to a potential rematch.

11. Boxer shall have all customary champion's privileges. Boxer and Opponent shall receive the same travel, accommodations, and per diem allowances.

12. Haney Promotions shall be entitled to industry standard clip rights, subject to reasonable time limits and blackout periods.

13. Net Event Revenue, as well as all payments owed to Haney Promotions pursuant to this agreement, shall be subject to Haney Promotions' reasonable right of inspection and audit.

14. Golden Boy, Haney Promotions and Boxer intend to enter into a more formal agreement incorporating the terms hereof, but until such more formal agreement is executed, this Agreement shall constitute the entire understanding of the parties hereto and shall constitute a legal and binding agreement between the parties. [Signatures on following page]

15. Haney has a right to audit all the books and have copies of all recipients, reports, and invoices.

IN WITNESS WHEREOF, the parties have executed this TERM SHEET FOR BOUT AGREEMENT as of the date first above written.

Golden Boy Promotions, LLC By: Name: Oscar De La Hoya Title: Chairman & CEO

Haney Promotions, LLC By: Name: _____ Title: _____ Devin Haney

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10. **Confidentiality** - The Parties agree to maintain the confidentiality of all information disclosed by the other party in connection with this agreement, including but not limited to, financial information, business plans, and other confidential information. This obligation shall survive the termination or expiration of this agreement.

11. **Assignment** - The Parties agree that this agreement shall not be assigned, transferred, or otherwise disposed of without the prior written consent of the other party.

12. **Entire Agreement** - This agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements.

13. **Counterparts** - This agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this agreement, and all of which together shall constitute one and the same agreement.

14. **Governing Law** - This agreement shall be governed by the laws of the State of New York.

15. **Dispute Resolution** - Any dispute arising out of or in connection with this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association.

16. **Severability** - If any provision of this agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

17. **Signatures** - The Parties have executed this agreement as of the date first written above.

18. **Witnesses** - The Parties have executed this agreement as of the date first written above.

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EXHIBIT D

ATHLETIC COMMISSION

STATE OF NEW YORK
DEPARTMENT OF STATE
123 WILLIAM STREET
NEW YORK, NY 10038-3804
TELEPHONE: (212) 417-5700
FAX: (212) 417-4987
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR
WALTER T. MOSELY
SECRETARY OF STATE
MATTHEW DELAGLIO
ACTING EXECUTIVE DIRECTOR
NITIN K. SETHI, MD
CHIEF MEDICAL OFFICER
ANGELA GAGLIARDI, MD
ASSISTANT CHIEF MEDICAL OFFICER

NEW YORK STATE ATHLETIC COMMISSION
NEW YORK STATE DEPARTMENT OF STATE

-----X
In the Matter of the Alleged Violations of Article 41
of the General Business Law and the Regulations
promulgated thereunder,

-by-

CONSENT ORDER
File No: AC24-0007

RYAN GARCIA
Professional Boxer
(License No: DOS-PRO-BOX-CBT-LIC-2024-000038)

Respondent.

-----X

1. The New York State Athletic Commission (the "Commission") is a division within the New York State Department of State charged with the regulation of licensed professional boxing and with the enforcement of Article 41 of the General Business Law ("GBL") of the State of New York and the Regulations promulgated thereunder.
2. At all times relevant herein, RYAN GARCIA ("Respondent") was, and is, licensed by the Commission as a professional boxer (License No: DOS-PRO-BOX-CBT-LIC-2024-000038).
3. Respondent has been advised of his right to counsel and is represented in this proceeding by Paul J. Greene, Esq., Global Sports Advocates, LLC., 254 Commercial Street, Suite 245 Portland, Maine USA 04101.
4. By executing this Consent Order, Respondent affirmatively waives any and all rights to hearing, and any appeals as provided by law, consents to the issuance and entry of this Order, and agrees to be bound by the terms, provisions, and conditions contained herein.
5. On April 20, 2024, Respondent participated in a Commission-sanctioned professional boxing contest held at The Barclay's Center in Brooklyn, New York against Mr. Devin Haney (the "Bout"). Respondent was declared the winner of the Bout by majority decision.
6. Following the Bout, the Commission obtained evidence of adverse analytic findings in Respondent's urine.



Department
of State

7. Respondent has been advised of his rights pursuant to, *inter alia*, GBL §§ 1004, 1007(4), 1019 and 19 NYCRR §§ 19 NYCRR §§ 206.6-206.14, 208.1, 208.11(d), 208.17, 209.3 and waives his rights to required notices and agrees to bound by the terms and conditions as set forth herein.
8. Respondent admits the allegations and violations set forth herein, and affirms that all violations alleged by the Commission have been, or will be rectified, in accordance with the terms set forth herein:
 - I. Respondent failed to disclose to Commission physicians all prescriptions / non-prescription medications or supplements taken prior to the Bout, in violation of NY GBL § 1007(4); 19 NYCRR § 208.6(a).

NOW, in consideration of the above premises, it is **ORDERED**:

1. That Respondent shall execute and forward the within Consent Order to the New York State Athletic Commission, Attn: Samantha McEachin, Esq., 123 William Street, 2nd Floor, New York, NY 10038, **so that the original of same is received on or before June 21, 2024**. Said Consent Order may be delivered to the Commission electronically; and
2. In consideration of, among other things, waiving his rights for a hearing, **Respondent's professional licenses shall be administratively suspended for 1 year from April 20, 2024 (i.e., effective until at least April 20, 2025), and such suspension shall continue until Respondent shall pay a fine to the Commission in the sum of Ten Thousand (\$10,000.00); and**
3. **Respondent shall continue to be medically suspended until such time that Respondent provides sufficient medical evidence demonstrating to the satisfaction of the Commission that Respondent is medically fit to fight.** Such medical evidence must include a urinalysis which does not indicate a positive result for illegal and/or prohibited substances as mandated by the Commission, including a negative result for Anabolic Agents; and
4. **Respondent's purse received following the Bout and for his performance relating thereto, shall be declared forfeited and returned to the promoter, Golden Boy Promotions.** Respondent's administrative suspension shall continue until Respondent provides sufficient evidence that such forfeiture has been satisfied; and
5. The Commission shall change the official Bout result to a **"No Contest"**; and
6. Failure by the Respondent to timely comply with any of the foregoing conditions, shall render the offer set forth herein null and void and shall result in new proceedings against the Respondent; and
7. That the Consent Order herein expressly depends upon representations made by the Respondent, both oral or written, formal or informal, which relate to the subject matter of the Consent Order and that such representations have fully, accurately, and truthfully disclosed all relevant facts to the Commission. If any such representation is determined to be limited, inaccurate or untruthful, the Commission shall not be bound by the terms herein and shall initiate any action it deems appropriate in the administrative, civil, or criminal prosecution of the Respondent; and

8. The provisions of this Consent Order shall be deemed to bind Respondent, Respondent's agents, employees, successors, and assigns, and all persons, firms, or corporations acting under or for the Respondent; and
9. The effective date of this Order shall be the date on which the Commission signs it and shall expire when the Respondent has fully complied with the requirements of this Consent Order. The Commission will provide Respondent with a fully executed copy of this Consent Order as soon as practicable after the Commission signs it; and
10. The failure of Respondent to comply fully and in a timely fashion with any provision of this Consent Order shall constitute a default and a failure to perform an obligation under this Consent Order; and
11. This Consent Order constitutes the entire agreement of the parties and no provision of the agreement shall be deemed waived or otherwise modified except as is specifically set forth in a writing executed by the Commission indicating an intent to modify this Consent Order; and
12. Nothing contained in this Consent Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demand whatsoever that the Commission may have against anyone other than Respondent, his agents, employees, successors, and assigns, and all persons, firms, or corporations acting under or for the Respondent; (2) any right of the Commission to enforce administratively or at law or in equity, the terms, provisions and conditions of this Consent Order; or (3) any right of the Commission to bring any future action, either administrative or judicial, for any other violations of the applicable laws, the implementing regulations or conditions contained in orders if any, issued by the Commission to Respondent.

Dated: 06/20/2024
New York, New York



Matthew Delaglio
Acting Executive Director
New York State Athletic Commission

CONSENT OF RESPONDENT RYAN GARCIA

Respondent RYAN GARCIA hereby consents to the issuing and entering of this Consent Order, waives the right to a hearing as provided by law, and agrees to be bound by the terms and conditions herein.

PAUL J. GREENE, ESQ., an attorney duly admitted to practice law in the state of New York, retained to represent the Respondent in this matter, affirms this 20th day of June, 2024, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, that I hereby have been authorized to enter and accept the within Consent Order on behalf of RYAN GARCIA, and understand that this document may be filed in an action or proceeding in a court of law.

Consent of:



RYAN GARCIA

By: PAUL J. GREENE, ESQ.
Attorney for Respondent